

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

COUTINHO & FERROSTAAL, INC.

Plaintiff

VS.

M/V CURIA, her engines, boilers, tackle,.

etc., now PAPAYIANNIS, her engines,

boilers, tackle, etc., LOXODROM

SHIPPING AG, REEDEREI ZÜRICH AG,

## WESTERN BULK CARRIERS AS AND

WESTERN BULK CARRIERS KS,

## Defendants

§ § § § § § § § § § § § § § § §

C.A. No. 4:13-CV-00182

**VERIFIED COMPLAINT  
WITH PRAYER FOR  
MARITIME ATTACHMENT**

**PLAINTIFF'S ORIGINAL COMPLAINT**

Plaintiff, Coutinho & Ferrostaal, Inc., alleges for its Complaint as follows:

1. This is a claim under the Court's Admiralty and Maritime jurisdiction with respect to the carriage of goods by water, and under the Federal question jurisdiction under the Interstate Commerce Act, and Court's diversity and pendent jurisdiction with respect to the remaining aspects of the claim.

2. Plaintiff is the owner or duly authorized representative of the owners or underwriters or subrogated underwriters of cargo shipped on board the captioned vessel which is more particularly described in Schedule A hereto, and for which bills of lading were issued.

3. Defendants were vessel owners, suppliers, sellers, shippers, inspectors, managers, operators, charterers, freight forwarders, stevedores, terminal operators, common carriers by water and by land, bailees for hire, insurers and sureties with respect to the cargo described in Schedule A hereto which was sold, shipped, inspected, carried, kept, discharged and delivered from the captioned vessel, inland conveyances, terminals and warehouses by defendants.

4. The cargo described in Schedule A was lost and/or damaged by defendants due to the fault, neglect, deviation, unseaworthiness, maritime tort, tortious interference with contract, breach of warranty, sinking, stranding, salvage expenses, general average and conversion of defendants, their agents and servants, and delivered by defendants in non-conforming and contaminated condition, mis-delivered and non-delivered.

5. The vessel is now or will be during the pendency of this action within the jurisdiction of this Honorable Court; and the appearance of the vessel in this action has been agreed by her insurers, Gard P & I (Bermuda) Ltd.

6. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other party who may now have or hereinafter acquire an interest in this action.

7. If this claim is subject to Arbitration, then plaintiff hereby demands such Arbitration and appoint Lucienne C. Bulow of New York City as arbitrator thereof.

8. Plaintiff's damages are in excess of \$166,556.88.

9. After diligent search, Plaintiff is unable to locate any agents for service of process upon defendants in this district, but plaintiff believes there are properties, debts, credits, freights and bank accounts in this district which may be attached pursuant to Admiralty Rule B.

WHEREFORE, plaintiff prays that:

a. the Court issues summons against Defendants, including the vessel, to appear and answer all and singular matters aforesaid;

b. This Court enter judgment in an amount exceeding \$166,556.88 plus interest and costs;

c. the Court issue its process of maritime attachment against the property of defendants in this district pursuant to Admiralty Rule B; and

d. It have such other and further relief to which Plaintiff may be justly entitled to in law, in admiralty, and in equity.

Respectfully submitted,

**Bowes Law Firm, PLLC**

/s/ Thomas P. Bowes

Thomas P. Bowes

Federal I.D.: 18325

State Bar No.: 00790348

[Tom@boweslawfirm.com](mailto:Tom@boweslawfirm.com)

5101 Mimosa Drive

Bellaire, Texas 77401

Phone: (713) 817-3640

Facsimile: (713) 583-5460

**Attorney-in-Charge for Plaintiff**

**Schedule A**

VESSEL:	M/V CURIA, now M/V PAPAYIANNIS
PORTS:	ALIAGA, IZMIR/HOUSTON, NEW ORLEANS
BILLS OF LADING:	WBCPOOO63413, 63647, 63649, 63650, 63651, 63418, 63419
DATED:	DECEMBER 15, 2011 AND JANUARY 3, 2012
DESCRIPTION OF CARGO:	RE BARS AND ANGLES
AMOUNT OF CLAIM:	\$166,556.88